

AWARD DATA
Orders May Be Placed Through 9/30/2004

Road Decommissioning, Indefinite-Delivery, Indefinite-Quantity

Ordering Agencies:

Bureau of Land Management - Eugene and Salem Districts, USDA Forest Service - Willamette and Siuslaw National Forests

BLM Contract No:

HAC013K00

Contractor:

Gault Excavating, 24919 Paradise Dr., Junction City, OR 97448

BLM contact:

Yuri Yoshida, Contracting Officer, 503-808-6229

Contractor contact:

David Gault, Phone: 541-935-6102, FAX: 541-935-7683

For Section C; Illustrations, Section I - Service Clauses, Section J; Classification and Wages of Government Employees, Wage Determination, Vicinity Maps, or Drawings, contact: Lorrie Gleghorn at 503-808-6230

All modifications have been incorporated into the contract.

SECTION B - SCHEDULE OF ITEMS

This is a three-year indefinite-delivery, indefinite-quantity contract for road decommissioning services. Offers shall be submitted for the treatment types listed below. These prices will be used to determine the price of each task order by multiplying by the actual quantities ordered as each task order is placed. Offerors shall enter a unit price for each item of treatment type. Contracting Officers from the USDA Forest Service are hereby authorized to issue task/delivery orders against this contract.

<u>Sub-</u> <u>item</u>	<u>Description</u>	<u>Est</u> <u>Qty</u>	<u>Unit</u>	<u>Unit</u> <u>Price</u>	<u>Total</u> <u>Amount</u>
----------------------------	--------------------	--------------------------	-------------	-----------------------------	-------------------------------

REVISED 8/29/02
Modification 3

Year 3 - October 1, 2003 through September 30, 2004

<u>Sub-</u> <u>item</u>	<u>Description</u>	<u>Est</u> <u>Qty</u>	<u>Unit</u>	<u>Unit</u> <u>Price</u>	<u>Total</u> <u>Amount</u>
A	Storm Proofing by the Placement of Water Bars, and Berm Barricades	12	MI	\$ <u>975.00</u>	\$ <u>11,700.00</u>
B	Road Closure by placement of Berm Barricades only	40	EA	\$ <u>210.00</u>	\$ <u>8,400.00</u>
C	Culvert Removal / Disposal of culverts up to and including 26 inches in diameter	33	EA	\$ <u>225.00</u>	\$ <u>7,425.00</u>
D	Culvert Removal / Disposal of culverts greater than 26 inches in diameter and not to exceed 42 inches	12	EA	\$ <u>500.00</u>	\$ <u>6,000.00</u>
D1	Culvert Removal / Disposal of culverts greater than 42 inches in diameter and not to exceed 70 inches.	5	EA	\$ <u>1,000.00</u>	\$ <u>5,000.00</u>
E	Removal of fill greater than 6 feet, but less than 15 feet above culverts	10	EA	\$ <u>550.00</u>	\$ <u>5,500.00</u>
F	Seeding and Straw Mulching for Culvert Removal sites	13	EA	\$ <u>165.00</u>	\$ <u>2,145.00</u>

Section B - (continued)

G	Road decommissioning by surface ripping, water barring and placement of berm barricades	20	MI	<u>\$1,010.00</u>	<u>\$20,200.00</u>
H	Road Ripping with an Excavator	5,500	FT	<u>\$ 1.00</u>	<u>\$ 5,500.00</u>
I	End Haul of Waste Material	20	HR	<u>\$ 55.00</u>	<u>\$11,000.00</u>
TOTAL AMOUNT - SUBITEMS A-I (All or None)					<u>\$82,870.00</u>

EA = Each; MI = Mile

PERFORMANCE TIME: To be identified on each task order. Items may run concurrently.

EVALUATION FOR AWARD: For evaluation purposes only, award will be based on the total of the base year plus the two additional years. Award will be made in accordance with Section L, Instructions, Conditions and Notices to Offeror, Provision 52.214-10, Contract Award - Sealed Bidding

ISSUANCE OF TASK ORDERS: All work will be ordered by task order through September 30, 2004. Task orders may be issued by a Contracting Officer (CO) from the Oregon/Washington BLM Office in Portland or the Willamette and Siuslaw National Forests in Eugene. Concurrent task orders may also be issued. Task orders issued for any of the identified offices shall be completed before additional task orders may be started for the same office, unless authorized by the CO. Orders may be issued orally, by facsimile or by electronic commerce methods.

A sample task order included in Section J is provided as an illustration. Task orders may also be issued in other formats, e.g., purchase orders.

Minimum amount to be ordered against the contract:	\$ 80,000
Minimum amount to be ordered by task order:	\$ 4,000
Maximum amount to be ordered by task order:	\$ 80,000

The total value of the contract will not exceed \$350,000.

REFER TO SECTION I, CLAUSES 52.216-18 ORDERING AND 52.216-19 ORDER LIMITATIONS, AND CLAUSE 52.216-22 INDEFINITE QUANTITY.

THIS PROCUREMENT IS SET ASIDE FOR SMALL BUSINESS CONCERNS.

Section B - (continued)

JOBS-IN-THE-WOODS COMPETITION LIMITATION

Pursuant to Public Law 106-291, which waives full and open competition for Jobs-in-the-Woods projects, only offers received from offerors located in the following counties will be considered for award.

Washington: Okanogan, Douglas, Chelan, Kittitas, Yakima, Klickitat, Skamania, Clark, Cowlitz, Wahkiakum, Pacific, Lewis, Pierce, Thurston, Grays Harbor, Mason, Jefferson, Clallam, Kitsap, Island, San Juan, King, Snohomish, Skagit, and Whatcom;

Oregon: Wasco, Jefferson, Deschutes, Lake, Klamath, Jackson, Josephine, Curry, Coos, Douglas, Lane, Linn, Benton, Lincoln, Marion, Yamhill, Polk, Clackamas, Multnomah, Hood River, Tillamook, Washington, Columbia, and Clatsop;

California: Siskiyou, Shasta, Tehama, Glenn, Lake, Trinity, Humboldt, Del Norte, and Mendocino.

BID AND PERFORMANCE BONDS ARE REQUIRED FOR THIS SOLICITATION (SEE SECTION I - CLAUSE 52.228-1 BID GUARANTEE, AND SECTION H - CLAUSE H.12.0 PERFORMANCE SECURITY). THE BID GUARANTEE SHALL BE AN AMOUNT NOT LESS THAN 20 PERCENT OF THE TOTAL AMOUNT OF THE MAXIMUM ORDER (\$80,000).

SECTION C - SPECIFICATIONS B Road Storm Proofing and Decommissioning

C.1.0 GENERAL

The purpose of this project is to storm proof and close roads in project areas by water barring, removing culverts, restoring stream channels, seeding and mulching exposed stream banks and fill, and installing berm barricades as designated by the Government. Services shall be provided for the Eugene BLM District, Salem BLM District and the Willamette and Siuslaw National Forests.

C.1.2 Location of Work

C.1.2.1 Operations shall be confined to lands within the boundaries of the Salem and Eugene Districts of the BLM and Willamette and Siuslaw National Forests.

C.1.2.2 The specific location of the worksites will be provided with each Task Order.

C.1.3 Boundaries of Project Areas - The boundaries of the project areas are within the road prism of the roads to be treated.

C.1.4 Access to Project Areas:

C.1.4.1 Access - Access to most project areas is by all-weather and seasonal roads. Exceptions are shown on individual Project Area Maps. Some units may require four-wheel drive vehicles or all terrain vehicles (ATV). Approximate road conditions are also shown on the Project Area Maps.

C.1.4.2 Spur roads shown on Project Maps may not be accessible by vehicle.

C.1.4.3 Some project area(s), as designated on individual project maps, may require access through locked public or private gates. Keys may be required and are available through the BLM Eugene District office or the specified Ranger District of the Willamette and Siuslaw National Forests. The Contractor shall work with the appropriate office when additional arrangements are required for access.

C.1.4.4 Gate Keys - The Contractor shall be responsible for the cost of replacement gate keys and locks if keys are not returned. Keys must be returned prior to final payment. If keys are not returned within 10 days after completion of contract, there will be a \$100 deduction from the final payment for each BLM key not returned.

C.1.4.5 Motorized Equipment - Use of motorized equipment, other than hand-held equipment such as power saws and brush cutters, will not be permitted off designated roads in the project area without approval of the Contracting Officer or as otherwise provided herein.

C.1.5 Camping

The Contractor must obtain written authorization from the appropriate District office prior to camping on BLM or Forest Service administered lands. Work camps may be established in locations authorized by the Contracting Officer Representative (COR).

Authorized camps and work sites shall be maintained in a sanitary and orderly condition by clearing the site(s) of all debris, refuse, and garbage before leaving the area.

C.1.6 Operating Permits

BLM projects only: State law requires a permit to operate power driven machinery. Permits must be obtained from the State Forestry Office in Salem or at local offices prior to the operation of power driven machinery. This requirement also applies to chainsaws.

C.1.7 Fire Precautions - All applicable State fire laws shall be followed. See Section J.

C.1.8 Security of Materials - The Contractor may leave its equipment at the work site but is responsible for the equipment if it should be lost, stolen or damaged. The Contractor shall reimburse the Government for all lost, wasted or damaged Government-furnished material.

C.1.9 Environmental Considerations

C.1.9.1 Noxious Weed Control: To prevent the spread of noxious weeds, all ground disturbing equipment shall be washed to remove plant parts, dirt and mud prior to entry onto and departure from Forest Service and Bureau of Land Management lands. After working in an area of concern as designated by task order, the Contractor shall clean equipment before moving to other work locations. Equipment will be inspected by the Government prior to entry onto and departure from project areas.

C.1.9.2 Water Quality: All ground soil disturbing operations are to be conducted during periods of low stream flow and dry weather. Generally, this period would be July 1 through October 15, these dates will vary depending on weather patterns. All in stream work will be conducted between July 15 and October 15, unless otherwise required in the task order.

C.1.9.3 Equipment Use and Maintenance: Equipment shall be operated in a safe and efficient manner. Operators and ground assistant(s) shall have sufficient skill and experience to properly perform the work assigned to them.

Any maintenance work and refueling of equipment shall be done outside the stream channel. Equipment shall be reasonably clean of dirt and grease prior to operations on Government Lands. Should any gas or oil leakage occur while working in the stream, Contractor shall immediately remove the equipment from the stream and any contaminants shall be promptly cleaned up by the Contractor to DEQ/BLM standards.

The Contractor shall furnish all repairs and operating needs including fuel, oil, and grease on his own time and at his own expense. Contractor is responsible for any damage caused by its personnel and equipment to any existing structures or other improvements. Any necessary repairs shall be at the Contractor's expense, at no additional cost to the Government, and shall be accomplished in a timely manner.

C.1.10 Project Area Priority - The Government reserves the right to direct the sequencing of the work. Certain project areas may be designated as higher priority, which would require earlier completion than other areas. Items may run concurrently.

C.1.11 Seasonal Restrictions for Threatened & Endangered (T&E) Species - Some task orders may have seasonal restrictions on mechanical operations due to threatened and endangered species. Specific project areas affected will be identified on each task order.

C.2.0 DEFINITIONS

None.

C.3.0 CONTRACTOR-FURNISHED MATERIAL

The Contractor shall provide all tools, materials, equipment, transportation, labor, supervision and incidentals necessary to satisfactorily perform and complete the work.

C.4.0 GOVERNMENT-FURNISHED MATERIAL

The Government will furnish to the Contractor the following materials, supplies, property or services at the prework conference for each task order, as applicable:

C.4.1 All Location and Project maps and Typical Drawings

C.4.2 Gate keys

C.4.3 Native Seed

C.4.4 Weed Free Straw Mulch: For Eugene District BLM task orders, mulch shall be available for the Contractor to pick up at either the Travis Tyrell Seed Orchard, located approximately 35 miles southwest of Eugene in Lorane, Oregon. For Salem District BLM task orders, mulch shall be available at the BLM Road Maintenance Shop in Molalla, Oregon, located approximately 10 miles southeast of Oregon City. For Forest Service task orders, mulch shall be provided at a location identified in each task order, at a point within a 60 mile radius of Eugene, Oregon.

C.5.0 SPECIFIC TASKS

C.5.1 Item A - Storm Proofing

C.5.1.1 The Contractor shall storm proof designated roads by placing water bars and berm barricades. Water bars shall be placed at locations flagged in the field, listed on work sheets or at intervals as designated on the Typical Diagrams.

C.5.1.2 Water bars shall be constructed so as to channel water away from existing ditch lines and across the road surface to the outside of the road shoulder. Water bars shall be self-maintaining. Water bars do not need to allow for vehicle passage unless designated by the Government. See Water Bar Diagram, Sheet 2 under Section J.

C.5.1.3 Unless otherwise designated, water bars shall be placed at 200 foot intervals, or as field conditions allow and with the following exceptions:

- a. The 200 foot interval may be reduced by up to 75 feet if placement will facilitate providing a water bar below a functioning culvert that is not designated for removal.
- b. The 200 foot interval may be extended or reduced by up to 75 feet in order to discharge water over a less erodible surface. For example, placement of water bar to discharge water over a rock fill rather than an unvegetated soil fill.

The Government may increase or decrease the spacing intervals so as to fit specific road conditions.

C.5.1.4 All culvert inlets and catch basins shall be cleaned of material that interferes with water flow on culverts not designated for removal. No clean out is required for those culverts that are not functioning due to damage or due to being completely plugged more than two feet from the inlet.

C.5.1.5 Berms shall be constructed so as to completely close the road to vehicle traffic. Berm barricades with trenches shall be constructed from material on-site and placed at the beginning of the designated road, unless otherwise directed by the Government. See Barricade Details, Sheet 1, under Section J.

C.5.2 Item B - Road Closure

C.5.2.1 The Contractor shall place berm barricades to completely close off designated roads to vehicle traffic. The barricades shall be placed at locations flagged in the field, or listed on work sheets as shown on the Typical Drawings.

C.5.2.2 Berms with trenches shall be constructed from material on-site and placed at the beginning of the designated road, unless otherwise directed by the Government.

C.5.2.3 Berm barricade trenches shall be constructed to allow water drainage away from streams and other erodible surfaces.

- C.5.3 Items C and D - Culvert Removal and Disposal - The Contractor shall remove culverts on designated roads. Specific locations may be flagged in the field, listed on work sheets or otherwise designated by task order.
- C.5.3.1 Culvert Removal: The Contractor shall remove culverts as designated by the Government. The Contractor will be responsible for disposal of the removed culverts in a legal manner and for the payment of any fees required and shall submit proof of legal disposal prior to final payment for that task order.
- C.5.3.2 Excavation during culvert removal shall be accomplished in a manner that minimizes sedimentation from entering streams. Temporary sediment control structures such as silt fencing or straw bales for short term sediment abatement shall be installed immediately downstream before excavation on culverts that are running water.
- C.5.3.3 Following culvert removal, the disturbed intermittent or live streambed shall be reshaped to the natural stream gradient with sides sloped to a 1.5 to 1 grade. See Excavation Diagram, Sheet 3, under Section J.
- C.5.3.4 Culvert overburden shall be spread on the road surface in a manner that will prevent entry into streams. Remove culverts and excavate all fill material down to the original live stream bed. The disturbed intermittent or live stream banks shall be reshaped to the natural stream gradient, prior to seeding and mulching.
- C.5.3.5 Trees cut or otherwise removed in the clearing area for the culvert removals shall be felled directionally in a manner that protects the trees outside the road prism from damage.
- C.5.3.6 Culvert overburden shall be spread on the road surface in a manner that will prevent entry into streams. The fill material shall be contoured to slopes not exceeding 40 percent and no closer than 20 feet from the top of the reconfigured stream channel.
- C.5.4 Item E - Removal of Fill - Should it be necessary to remove fill in excess of 6 feet but not in excess of 15 feet above the culverts designated for removal, additional payment shall be made under Item 5. The depth of fill will be measured from the top of the culvert, to the centerline of the road.
- C.5.5 Item F - Seeding & Straw Mulching - Intermittent or live stream banks disturbed due to culvert removal shall be seeded at a rate of 15 lbs. per acre, and mulched with a two inch layer of straw. Straw mulch shall be used to cover all exposed excavation and culvert overburden and shall be spread evenly. Straw bales shall be staged at culvert removal sites before moving to the next removal site.

REVISED 7/17/02
Modification 2

- C.5.6 Item G - Road Decommissioning

- C.5.6.1 The Contractor shall provide ripping of the entire road surface to a depth of 18 inches with three or more rear-mounted ripper teeth. On grades over 6%, water shall be shunted off the road either by placing ripping furrows or water bars placed at 200-foot intervals.
- C.5.6.2 Berm barricades shall be constructed to close the road to vehicle traffic. These berms with trenches shall be constructed from material on-site and placed at the beginning of the designated road, unless otherwise directed by the Government.
- C.5.6.3 Berm barricade trenches shall be constructed to allow water drainage away from streams and other erodible surfaces. See Waterbar Drawing, Sheet 2, under Section J.
- || C.5.7 Item H - Road Ripping - The Contractor shall provide ripping of the entire road surface to a depth of 24 inches with an excavator.
- || C.5.8 Item I - End Haul of Waste Material - Load waste material and haul to a Government designated location, not to exceed 2 mile.

SECTION E - INSPECTION AND ACCEPTANCE

52.246-4 INSPECTION OF SERVICES - FIXED-PRICE (AUG 1996)

(a) Definitions. AServices,@ as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service or (2) terminate the contract for default.

E.1.0 INSPECTION AND ACCEPTANCE - The COR/PI will make periodic on the ground inspections. Acceptance will be determined by a visual inspection of the areas requiring storm proofing and will be based on adherence to requirements stated in the specifications. Nonconformance with any of the specifications will require rework to bring the work up to specification standards.

E.2.0 MEASUREMENT AND PAYMENT - Payment will be made following satisfactory completion of task orders, at the unit rate as listed on each order.

SECTION F - DELIVERIES OR PERFORMANCE

F.1.0 CONTRACT TIME

The Contractor shall begin work within 3 calendar days from the effective date of the notice to proceed. The Contractor shall continue performance of the work under the contract without delay or interruption except by causes beyond his control as defined by contract clauses, or by the receipt of a "Suspend Work Order" issued by the Government. Failure to do so may be cause for action under the "Default" clause. The Contractor shall complete all work required within the time specified in the Schedule of Items.

F.2.0 PROGRESS PLAN

At the prework conference, the Contractor shall provide to the COR a written "work progress plan" that details his proposed work force and schedule to provide for orderly completion of the work within the contract performance time. This work schedule must be acceptable to the Government. At a minimum, the schedule should reflect a work progress rate equal to the available amount of contract performance time. The unit sequence work schedule will be determined by the COR at the prework conference and may be subject to change because of normal variations in weather conditions at no change in contract time or price.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1.0 CONTRACTING OFFICER'S REPRESENTATIVE DEFINITION

The “Contracting Officer's Representative (COR)” is the on-the-ground administrator for the Contracting Officer.

G.2.0 PROJECT INSPECTOR DEFINITION

“Project Inspector” means the person designated by the COR to perform, as needed, on-the-job Government inspection of work accomplished by the Contractor.

G.3.0 RESPONSIBILITIES OF THE CONTRACTING OFFICER'S REPRESENTATIVE AND PROJECT INSPECTOR

G.3.1 The COR’s authorities and responsibilities are defined in the COR’s Designation Letter. The COR is authorized to clarify technical requirements, and to review and approve work which is clearly within the scope of work. The COR is NOT authorized to issue changes pursuant to the changes clause or to in any other way modify the scope of work.

G.3.2 The Project Inspector is responsible for checking the Contractor’s compliance with the technical specifications, drawings, work schedule, and labor provisions at the site of the work.

G.4.0 NOTICE TO PROCEED

G.4.1 After award of contract, the COR will issue to the Contractor a written notice to proceed. Issuance of the notice may be delayed for a reasonable time, at the discretion of the Government, if adverse soil, vegetative, or climatological conditions exist.

G.4.2 The Contractor shall perform no preliminary work prior to receipt of the written notice to proceed. Contract time starts on the effective date of the notice to proceed.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1.0 WORK HOURS

Work hours under this contract shall be limited to the time between one-half hour before sunrise to one-half hour after sunset each day. No work will be done on Sunday unless mutually agreed upon.

H.2.0 PROSECUTION OF THE WORK

H.2.1 The capacity of the Contractor's plant, method of operation, and forces employed shall, at all times during the continuance of the contract, be subject to the approval of the Contracting Officer and shall be such as to assure the completion of the work within the specified period of time. To the extent stated in the specifications, the Contracting Officer shall have the right to select the sequence in which the individual work will be completed.

H.2.2 If work is seriously or chronically deficient, the Contractor's right to proceed may be suspended until the performance problems can be resolved and work may resume. The contract time will continue to run during any such period of suspension.

H.2.3 The Contracting Officer may, in writing, require the Contractor to remove from the work any employee found to be working in an unsafe manner.

H.3.0 ENVIRONMENTAL INTERRUPTION OF WORK

H.3.1 Environmental - The Contracting Officer, by issuance of a suspend work order, may direct the Contractor to shut down any work that may be subject to damage due to weather conditions or fire danger. The Contractor will be given a resume work order which will document the date the work suspension ends. An allowance has been included in the contract time for short term environmental delays up to one day at a time. The count of contract time will therefore continue during work interruptions of one day or less, but the count of contract time will stop during work interruptions in excess of one day at a time. All periods of interruptions directed by the Government will be documented. The Contractor will not be entitled to additional monetary compensation for such suspensions regardless of duration.

H.3.2 Endangered Species - The Government may direct the Contractor to discontinue all operations in the event that listed or proposed threatened or endangered plants or animals protected under the Endangered Species Act of 1973, as amended, or Federal candidate (Category 1 and 2), sensitive or state listed species, identified under BLM Manual 6840, are discovered to be present in or adjacent to the project area. Actions taken under this paragraph shall be subject to the Suspension of Work clause in Section I, FAR 52.242-14.

H.4.0 PRESERVATION OF HISTORICAL AND ARCHEOLOGICAL RESOURCES

If, in connection with operations under this contract, the Contractor, subcontractors, or the employees of any of them, discovers, encounters or becomes aware of any objects or sites of cultural value on the project area, such as historical or prehistorical ruins, graves or grave markers, fossils, or artifacts, the Contractor shall immediately suspend all operations in the vicinity of the cultural value and shall notify the COR in writing of the findings. No objects of cultural resource value may be removed. Operations may resume at the discovery site upon receipt of written instructions. Actions taken under this paragraph shall be subject to the Suspension of Work clause in Section I, FAR 52.242-14.

H.5.0 SUBCONTRACTS

If the contractor desires to subcontract any work under the contract, it shall obtain the Contracting Officer's written consent. The request to subcontract shall contain the following information:

- a. Name of subcontractor
- b. Description and amount of supplies or services to be subcontracted. The Contractor shall insert in any subcontracts all applicable clauses contained in the contract.

H.6.0 RESTORATION OF RESOURCES

H.6.1 Cleanup - The Contractor is responsible for cleaning up all camp and worksites before leaving the area. Final payment may be withheld until the Contractor has complied with this requirement.

H.6.2 Access Roads - Public or private access roads damaged by the Contractor shall be restored, at his expense, to the same condition they were in at the commencement of work.

H.7.0 FIRE DANGER SEASON

If the COR allows the Contractor to continue work during periods of Closed Fire Season, the Contractor shall comply with all applicable State laws relating to fire prevention and with all special conditions of work as directed by the COR.

H.8.0 PERFORMANCE AND PAYMENT SECURITY

- H.8.1 The successful offeror shall furnish to the Contracting Officer performance security on Standard Form (SF) 25 in the penal sum of 20 percent of the original contract price and payment security on SF 25A in the penal sum of 20 percent of the original contract price. The security shall be submitted within ten (10) days after receipt of written notification of award.
- H.8.2 Performance and payment security may be in the form of a corporate or an individual surety, certified or cashier's check, bank draft, postal money order, irrevocable letter of credit, currency or certain bonds or notes of the United States.
- H.8.3 Each corporate surety bond, executed by an agent or attorney-in-fact for a corporate surety, is required to have submitted with it a power of attorney specifically naming the agent or attorney-in-fact to represent the corporate surety. The power of attorney shall be executed upon a date reasonably proximate to the date of the bond or shall be accompanied by a certification of the surety to the effect that the power of attorney was in full force and effect upon a date reasonably proximate to the date of the bond.
- H.8.4 Each individual surety shall be submitted in accordance with Clause 52.228-11, Pledge of Assets.
- H.8.5 Certified or cashier's checks, bank drafts, postal money orders, and certain bonds or notes of the United States shall be drawn payable to the Bureau of Land Management (BLM) and reference the applicable contract number. Securities or currency may be deposited by the BLM in the U.S. Treasury. Irrevocable letters of credit (ILC) shall be issued by a federally-insured financial institution in the name of the contracting agency and which identify the agency and solicitation or contract number for which the ILC is provided (see clause 52.228-14).
- H.8.6 Performance security shall be maintained through date of final payment, except for the security interest in the individual surety (lien on real property or personal property in escrow) and ILCs, which both shall be maintained for 90 days following final payment or until completion of any warranty period, whichever is later.
- H.8.7 Payment security shall be maintained for 90 days following final payment.

H.9.0 JOBS-IN-THE-WOODS DISPLACED TIMBER WORKER

This solicitation is Federally funded by Jobs-in-the-Woods monies. Therefore, the contractor shall use its best efforts to fill any employment openings with displaced timber workers. Displaced timber workers may be located through the following sources:

- a. Graduates of Jobs-in-the-Woods demonstration programs, lists of whom can be obtained from:

Community Services Consortium
Dan Hayes, (541) 758-2633
545 SW Second Street, Suite A
Corvallis, OR 97333

MTC Training & Placement Services
Jill Elkins, (503) 325-1156
395 11th Street
Astoria, OR 97103

Rogue Institute
Jake Crabtree, (541) 482-6031
500 A Street
Astoria, or 97103

- b. Workers identified by:

State of Oregon Department of Employment
Tom Shorten, (503) 947-1666
875 Union NE
Salem, OR 97311

- c. Workers meeting the definition in the clause entitled AJobs-in-the-Woods Employment Data Collection Requirements@.

SECTION J - LIST OF ATTACHMENTS

Classification and Wages of Government Employees

Wage Determination

Fire Requirements Procedures - BLM

Fire Requirements Procedures - Forest Service

Sample Task Order

Salem District BLM Vicinity Map

Eugene District BLM Vicinity Map

Willamette & Siuslaw National Forest Vicinity Map

Drawings (3 sheets)

SECTION J - FIRE REQUIREMENTS PROCEDURES - BLM

This outline covers the fire protection requirements of a contractor or private party who performs service or construction contracts on BLM land. In western Oregon, the BLM allows Oregon Forest Law (ORS) and Oregon Administrative Rules (OAR) to apply to these operations on BLM lands rather than develop similar rules applicable only to BLM lands.

1. CLOSED FIRE SEASON

The closed fire season means that fire season has been declared. ORS 477.505 gives the State Forester the authority to establish the fire season. The authority has been delegated to the District Foresters around the state who issue public notices through the newspapers and radio when fire season will be closed for their individual districts. Closed fire season depends upon the drying of forest fuels, rainfall, and time of year. During the closed fire season, the following requirements must be met:

- X Fire tools must be on site;
- X Fire extinguisher must be in all vehicles;
- X Chainsaws must have a .023-inch mesh screen installed in the exhaust;
- X Only unmodified saws are to be used in the forest;
- X Approved spark arresters must be on all internal combustion engines;
- X Watchman service must be provided for 3 hrs after shutdown of power equipment for the day;
- X No smoking is permitted while working or traveling through any operations area in the forest;
- X No use of explosives is permitted unless approved by the State Forester's representative;
- X Permits to burn are required unless waived by a representative of the State Forester.

Changes or modifications to the above requirements are possible depending upon changes in State of Oregon law and requirements of the State Districts and Protective Associations.

2. FIRE PRECAUTION LEVELS

There are 4 fire precaution levels that begin with level 1 at the start of the closed fire season and can go through level 4 if conditions warrant. The fire precaution levels restrict certain forest operations as the fire danger increases. It is the responsibility of the individual operating on forest land to know the precaution level for the day and take the correct fire precautions. There are no precaution levels prior to the closed fire season. Each fire precaution level requires adherence to the restrictions applicable to all lower levels in addition to the limits placed by that level.

Level 1 is the lowest level of fire danger usually occurring early in the season and perhaps again after significant rainfall during the season. All requirements listed above apply. Waivers may be issued by the State Districts or Protective Associations and these MUST be approved by the BLM. Waivers will only be considered if the conditions on the work site are not as severe as predicted. The requirements for fire tools on site, screens installed in saws, and fire extinguishers with saws will not be waived.

Level 2 is the partial hootowl where saws can operate from first light in the morning until 1:00 p.m. in the afternoon. From 1:00 p.m. until the end of the day saws are to be shut down. Waivers for operating beyond the 1:00 p.m. shutdown will be evaluated on a site-by-site basis.

Level 3 is the partial shutdown of all forest industrial operations and shuts down contractor operations with few exceptions. Waivers may be issued on a site-by-site basis.

Level 4 is the general shutdown of all contractor operations. Waivers will not be issued. Landowners are permitted entry into their lands.

ORS. 477.066 requires that an operator on forest land take immediate action to control and extinguish a fire on forest land. The contractor shall take this action and notify the BLM and the nearest State of Oregon District office immediately.

OAR. 629-43-030 requires watchmen to be:

- X Physically capable and experienced in operating any firefighting equipment on site.
- X On duty for 3 hours after the shutdown of the last power-driven equipment for the day.
- X Furnished adequate facilities for transportation and communications in order to summon assistance if needed.
- X Patrolling and visually inspecting all sites where work was done during the day.

3. FIRE TOOLS REQUIRED DURING CLOSED FIRE SEASON

The operator/contractor shall furnish fire tools to all personnel on site using the following combinations.

KIND OF TOOLS	NUMBER OF PERSONNEL										
	1- 4	5	6	7	8	9	10	11	12	13	14
	NUMBER OF TOOLS REQUIRED										
Pulaskis	1	1	1	1	1	1	2	2	2	2	2
Shovels	2	2	2	3	3	3	3	4	4	5	5
Hazel hoes	1	2	3	3	4	5	5	5	6	6	6

In addition to the above handtools, the operator/contractor must provide a backpack pump can filled with water located with the tool box in a readily available area.

All shovels are to be size 0 or larger, long handled. All tools shall be sharp and ready for service. Fire extinguishers as follows:

- X For chainsaws - 8 oz. capacity by weight.
- X For vehicles - UL rating of at least 4 BC.

SECTION J - FIRE REQUIREMENTS PROCEDURES - FOREST SERVICE

1. Fire Period and Closed Season

Specific fire prevention measures are listed below and shall be effective for the period April 1 to October 31 of each year. The Forest Service may change the dates of said period by advance written notice if justified by unusual weather or other conditions. Required tools and equipment shall be kept currently in serviceable condition and immediately available for initial attack on fires.

2. Fire Plan

Before starting any operations on the project, the Contractor, Permittee, Licensee, or Purchaser, hereinafter referred to as the "Contractor," shall prepare a fire plan in cooperation with the Contracting Officer providing for the prevention and control of fires in the project area.

The Contractor shall certify compliance with fire protection and suppression requirements before beginning operations during the fire period and closed season, and shall update such certification when operations change.

3. Substitute Measures

The Contracting Officer may by written notice authorize substitute measures or equipment or may waive specific requirements during periods of low fire danger.

4. Emergency Measures

The Forest Service may require emergency measures, including the necessary shutting down of equipment or portions of operations in the project area during periods of fire emergency created by hazardous climatic conditions.

5. Fire Control

The Contractor shall, independently and in cooperation with the Forest Service, take all reasonable action to prevent and suppress fires in the project area. Independent initial action shall be prompt and shall include the use of all personnel and equipment available in the project area.

For the purpose of fighting forest fires on or in the vicinity of the project which are not caused by the Contractor's operations, the Contractor shall place employees and equipment temporarily at

the disposal of the Forest Service. Any individual hired by the Forest Service will be employed in accordance with the Interagency Pay Plan for Emergency Firefighters. The Forest Service will compensate the Contractor for equipment rented at fire fighting equipment rates common in the area, or at prior agreed to rates.

6. Compliance with State Forest Laws

Listing of specific fire precautionary measures herein is not intended to relieve the Contractor in any way from compliance with the State Fire Laws covering fire prevention and suppression equipment, applicable to operations under this contract, permit or license.

7. Fire Precautions

Specific fire precautionary measures are as follows:

a. Smoking and Open Fires

Smoking and fires shall be permitted only at the option of the Contractor. The Contractor shall not allow open fires on the project area without advance permission in writing from Forest Service.

Unless restricted by State Law or Federal Regulation, smoking shall be permitted only in such portions of the project area that are free of flammable material. Smokers shall sit down to smoke in such a position that any burning material will fall within a cleared area, and shall extinguish and press out in mineral soil all burning material before leaving the cleared area.

b. Fire Extinguishers and Equipment on Trucks, Tractors, etc.

All power-driven equipment operated by the Contractor on National Forest land, except portable fire pumps, shall be equipped with one fire extinguisher having a UL rating of at least 5 BC, and one "D" handled or long handled round point shovel, size "0" or larger. In addition, each motor patrol, truck and passenger-carrying vehicle shall be equipped with a double-bit axe or Pulaski, 3-1/2 pounds or larger.

Equipment shall be kept in a serviceable condition and shall be readily available.

c. Power Saws

Each gasoline power saw operator shall be equipped with a pressurized chemical fire extinguisher of not less than 8-ounce capacity by weight, and one long-handled round point shovel, size "0" or larger. The extinguisher shall be kept in possession of the saw operator at all times. The shovel shall be accessible to the operator within 1 minute.

d. Extinguishers

One refill for each type or one extra extinguisher sufficient to replace each size extinguisher required on equipment shall be safely stored in the fire tool box or other agreed upon place on the project area that is protected and readily available.

e. Spark Arresters and Mufflers

Each internal combustion engine shall be equipped with a spark arrester meeting either (1) USDA Forest Service Standard 5100-1a, or (2) appropriate Society of Automotive Engineers (SAE) recommended practice J335(b) and J350(a) as now or hereafter amended unless it is:

- (1) Equipped with a turbine-driven exhaust supercharger such as the turbocharger. There shall be no exhaust bypass.
- (2) A passenger-carrying vehicle or light truck, or medium truck up to 40,000 GVW, used on roads and equipped with a factory-designed muffler complete with baffles and an exhaust system in good working condition.
- (3) A heavy duty truck, such as a dump or log truck, or other vehicle used for commercial hauling, used only on roads and equipped with a factory designed muffler and with a vertical stack exhaust system extending above the cab.

Exhaust equipment described in this subsection, including spark arresters and mufflers, shall be properly installed and constantly maintained in serviceable condition.

f. Emergency Fire Precautions

The Contractor shall restrict operations in accordance with the Industrial Fire Precaution Levels listed below. The Forest Service may change the Industrial Fire Precaution Levels to other values upon revision of the National Fire Danger Rating System and may change the specific Industrial Fire Precaution Levels when such changes are necessary for the protection of the National Forest. When sent to the Contractor, the revised Industrial Fire Precaution Levels will supersede the attached levels.

INDUSTRIAL FIRE PRECAUTIONS SCHEDULE

LEVEL INDUSTRIAL FIRE PRECAUTION (IFPL)

- I. Closed season - Fire precaution requirements are in effect. A fire watch/security is required at this and all higher levels unless otherwise waived.
- II. Partial hootowl - The following may operate only between the hours of 8 p.m. and 1 p.m., local time:
- a. power saws, except at loading sites;
 - b. cable yarding;
 - c. blasting;
 - d. welding or cutting of metal.

- III. Partial shutdown - The following shall be prohibited except as indicated:

Cable yarding - except that gravity operated logging systems employing non-motorized carriages may be operated between the hours of 8 p.m. and 1 p.m., local time, when all block and moving lines, except the line between the carriage and the chokers, are suspended 10 feet above the ground;

Power saws - except power saws may be used at loading sites and on tractor/skidder operations between the hours of 8 p.m. and 1 p.m., local time.

In addition, the following are permitted between the hours of 8 p.m. and 1 p.m., local time:

- a. tractor/skidder operations;
- b. mechanized loading and hauling of any product or material;
- c. blasting;
- d. welding or cutting of metal;
- e. any other spark-emitting operation not specifically mentioned.

- IV. General shutdown - All operations are prohibited.

The following definitions shall apply to these Industrial Fire Precaution Levels:

Cable yarding systems: A yarding system employing cables and winches in a fixed position.

Closed season (Fire Precautionary Period): That season of the year when a fire hazard exists as declared by the responsible agency official.

behalf of the Government and includes that person's designated representative, acting within the limits of their authority or the duly appointed successor to the individuals.

Loading sites/woods site/project area: A place where any product or material (including but not limited to logs, firewood, slash, soil, rock, poles, posts, etc.) is placed in or upon a truck or other vehicle.

Low hazard area: Means any area where the responsible agency representative (WDNR, ORF, BIA, BLM) determines the combination of elements reduces the probability of fire starting and/or spreading.

Tractor/skidder operations: include a harvesting operation, or portion of a harvesting operation, where tractors, skidders, or other harvesting equipment capable of constructing fireline, are actively yarding forest products and can quickly reach and effectively attack a fire start.

Waivers, written in advance, may be used for any and all activities. Activities for which waivers may be issued include, but are not limited to:

- a. mechanized loading and hauling;
- b. road maintenance such as sprinkling, graveling, grading and paving;
- c. cable yarding using gravity systems or suspended lines and blocks, or other yarding systems where extra prevention measures will significantly reduce the risk of fire;
- d. powers saws at loading sites or in felling and bucking where extra prevention measures will significantly reduce the risk of fire;
- e. maintenance of equipment (other than metal cutting and welding) or improvements such as structures, fences and powerlines.

Such waiver, or substitute precautions will prescribe measures to be taken by the Contractor to reduce the risk of ignition, and/or the spread of fire. The Contracting Officer shall consider site specific weather factors, fuel conditions, and specific operations that result in less risk of fire ignition and/or spread than contemplated when precaution level was predicted. Consideration shall also be given to measures that reduce the precaution levels above. The Contractor shall assure that all conditions of such waivers or substitute precautions are met.

The Contractor shall obtain the predicted Industrial Fire Precaution Level daily, prior to the start of work, from the appropriate Ranger District headquarters. If predictions made after 6:00 p.m., local time, are significantly different than the original prediction, the Forest Service will inform the Contractor when changes in restrictions or industrial precautions are made.

NOTE: The IFPL system does not apply on lands protected by ODF east of the summit of the Cascades.

Where hauling involves transit through more than one shutdown/regulated use area, the precaution level at the woods loading site shall govern the level of haul restriction, unless otherwise prohibited by other than industrial precaution level system.

8. Fire Tools

The Contractor shall furnish serviceable fire fighting tools in a readily accessible fire tool box or compartment of sound construction with a hinged lid and hasp so arranged that the box can be secured or sealed. The box shall be red and marked "Fire Tools" in letters one inch high. It shall contain a minimum of:

- a. 2 axes or Pulaskis with a 32-inch handle;
- b. 3 adze eye hoes. One Pulaski may be substituted for 1 adze eye hoe;
- c. 3 long-handled, round point shovels, size "0" or larger.

9. Fire Security

When the Industrial Fire Precautions Level is "I" or higher, unless a waiver is granted, the Contractor shall designate a person who shall perform fire security services listed below on the project area and vicinity. The designated person shall be capable of operating the Contractor's communications and fire fighting equipment specified in the contract, excluding helicopters, and of directing the activities of the Contractor's personnel on forest fires. In lieu of having the designated person perform the required supervisory duties, the Contractor may provide another person meeting the qualifications stated above to direct the activities of Contractor's personnel and equipment during all fire fighting activities.

Services described shall be for at least 1 hour from the time the Contractor's operations are shut down. For the purposes of this provision, personnel servicing equipment, and their vehicles, who are not engaged in cutting or welding metal are excluded.

Fire security services shall consist of moving throughout the operation area or areas constantly looking, reporting, and taking suppression action on any fires detected. Where possible, the designated person shall observe inaccessible portions of helicopter operating areas from vantage points within or adjacent to project area.

10. Blasting

Whenever the Industrial Fire Precaution Level is "II" or greater, a fire security person equipped with a long-handled, round point, No. "0" or larger, shovel, and a five-gallon backpack pump can filled with water will stay at location of blast for 1 hour after blasting is done. Blasting may be

Page 6 of 7

suspended by Forest Service in writing, in an area of high rate of spread and resistance to

control.

permission of Forest Service, which may specify conditions under which such explosives may be used and precautions to be taken.

Additional Fire Precautionary Measure 2 - Communications

11. The Contractor shall provide adequate two-way communication facilities to report a fire to Forest Service within 15 minutes of detection. FCC Regulations prohibit commercial use of Citizen Band (CB) radios. (CB's are not considered adequate two-way communications).

Such communications shall be operable during periods of operation of power-driven equipment, including the time fire security is required.

SECTION J - SAMPLE TASK ORDER

To: Prospective Offeror

From: Bureau of Land Mgmt. (952)
Branch of Procurement Mgmt.
P.O. Box 2695
Portland, Oregon 97208

Contract No: HAC013xxx

Item Number(s): 1

Requesting Office: Eugene D.O. BLM

Task Order No: 1

Task Order Date: 06/15/02

<u>Item</u> <u>No.</u>	<u>Description</u>	<u>Est</u> <u>Qty.</u>	<u>Unit</u>	<u>Unit</u> <u>Price</u>	<u>Total</u> <u>Amount</u>
1	Storm Proofing	A	X	B	AB

TOTAL \$_____

PERFORMANCE TIME: 10 Calendar days from the date of the task order

ESTIMATED START WORK DATE: July 15, 2001 through October 1, 2001

Accounting and Appropriation Data:

Name and Title of Signer

Name of Ordering Officer

Contractor=s Signature Date

Ordering Officer's Signature Date